

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ANTHONY HOLLEY and TONY HOLLEY,  
Plaintiffs,

23 CV 1838 (RA) (SN)

-against-

THE CITY OF NEW YORK, DETECTIVE RAMON  
J. GARCIA [TAX REG. #960576], P.O. THOMAS A.  
ACCOMANDO [TAX REG. #949957], P.O. FREDDY  
A. PICHARDO [SHIELD #18945], LIEUTENANT  
ELVIN A. PICHARDO [TAX REG. #937288], and  
JOHN DOE AND JANE DOE #1-5 (the names John  
and Jane Doe being fictitious, as the true names are  
presently unknown),

Defendants.

JUDGMENT

A notice of acceptance of a Rule 68 Offer of Judgment having been filed on September 10, 2024; and defendant the City of New York having offered plaintiff Anthony Holley to take a judgment against the City of New York in this action for the total sum of Two Thousand Five Hundred and One (\$2,501.00) Dollars, AND offered to allow plaintiff Tony Holley to take a judgment against the City of New York in this action for the total sum of Two Thousand Five Hundred and One (\$2,501.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for the federal claims of plaintiffs Anthony Holley and Tony Holley; it is

ORDERED and ADJUDGED that judgment is entered in favor of plaintiff Anthony Holley against the City of New York in this action for the total sum of Two Thousand Five Hundred and One (\$2,501.00) Dollars and that judgment is entered in favor of plaintiff Tony Holley to take a judgment against the City of New York in this action for the total sum of Two Thousand Five Hundred and One (\$2,501.00) Dollars, plus reasonable attorneys' fees, expenses,

and costs to the date of this offer for the federal claims of plaintiffs Anthony Holley and Tony Holley.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiffs Anthony Holley and Tony Holley may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendant the City of New York, Ramon J. Garcia, Thomas A. Accomando, Freddy A. Pichardo, Elvin A. Pichardo, or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted by written notice within 14 days after being served.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that any plaintiff herein has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants City of New York, Ramon J. Garcia, Thomas A. Accomando, Freddy A. Pichardo, Elvin A. Pichardo; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiffs arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiffs Anthony Holley and Tony Holley's rights to any claim for interest on the amount of the judgment.

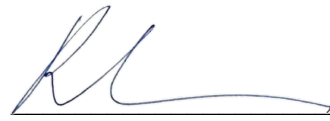
Plaintiffs Anthony Holley and Tony Holley agree that payment of Two Thousand Five Hundred and One (\$2,501.00) Dollars to each plaintiff within ninety (90) days of the date of

acceptance of the offer shall be a reasonable time for such payment unless a plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If any plaintiff herein is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date such plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiffs Anthony Holley and Tony Holley agree to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare SetAside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiffs Anthony Holley and Tony Holley further agree to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

SO ORDERED:



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HON. RONNIE ABRAMS  
UNITED STATES DISTRICT JUDGE

Dated: September 12, 2024